

to such presumption, as it expressly prohibits the payment of any order except that which she had given for the payment of her fee due her solicitors.

There is, in my opinion, nothing in the objection raised by the answer, that under the will of Joseph W. Clagett, Mrs. Hall had no capacity, during the life of her husband, to make the assignment to Mr. Stewart. That assignment was made to secure a claim due for house rent and firewood furnished for the shelter and accommodation of himself and family, and it is not readily to be supposed that the testator, who was the father of Mrs. Hall, designed to deny to her the right to use the trust property for the payment of claims of that character.

The object of the testator was evidently to prevent the trustees from paying any portion of the proceeds of the trust estate to Mr. Hall, but the receipt of Mrs. Hall were in express terms made sufficient discharges to the trustees, and I understand the will to mean receipts given by her during coverture, for as the trust was to determine with the death of Mr. Hall, there could be no necessity or propriety for saying her receipts after his death should be valid acquittances, as the trust upon that event ceased and the property vested in her, disencumbered of it. She was, therefore, entitled during the lifetime of her husband to receive the proceeds of the trust estate, and being entitled to receive, had the correlative power to dispose of such proceeds, at least for the support of herself and her children, and this, as I conceive, she might do even without the concurrence of her husband, who united with her in the assignment to Mr. Stewart.

In addition to the claim of \$170 62, to secure which the assignment was made, the petitioner insists that he is entitled to be paid certain costs said to have been incurred by him in the progress of the cause. But in my opinion there is no foundation for the claim to be paid such costs out of this fund.

The assignment was made specifically to secure the payment of the sum of \$170 62, with interest from the 22d October, 1835, out of the money to be received in the pending suit, and the surplus, if any, was reserved for the sole and separate use of Mrs.